

**Collocation Augment Rates Amendment
to the
Interconnection Agreement
between
Qwest Corporation
and
New Edge Network Inc. dba New Edge Networks
for the State of Nebraska**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and New Edge Network Inc. dba New Edge Networks ("CLEC"), a Delaware corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Nebraska, that was approved by the Nebraska Public Service Commission ("Commission") on October 8, 2002, as referenced in Application No. C-2799 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms

This Amendment is made in order to add to the Agreement the rates applicable to the Collocation Augment Quote Preparation Fee as set forth in Attachment 1, attached hereto and incorporated herein.

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Amendments; Waivers

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**New Edge Network Inc. dba New
Edge Networks**

Qwest Corporation

Authorized Signature

Authorized Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date

ATTACHMENT 1
Nebraska

	Nonrecurring Charge
8.2 Virtual Collocation	
8.2.1 Quote Preparation Fee - Augment	\$1,379.19
8.3 Cageless Physical Collocation	
8.3.1 Quote Preparation Fee - Augment	\$1,379.19
8.4 Caged Physical Collocation	
8.4.1 Quote Preparation Fee - Augment	\$1,379.19

Rates not proposed in Cost Docket C-2516, TELRIC based.
